

EXHIBIT A

Stipulation and Agreement

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

STIPULATION AND AGREEMENT

The undersigned, as counsel for the Estate of Megan Walters Jenkins and USAA Casualty Insurance Company (“USAA CIC”), hereby stipulate and agree as follows:

The damages sustained by the Estate of Megan Walters Jenkins and the statutory wrongful death beneficiaries of Megan Walters Jenkins arising out of the accident that occurred on September 8, 2019 in Dorchester County, South Carolina, when Megan Walters Jenkins was fatally injured while riding a bicycle on US 78, when she was struck by a vehicle operated by Lindsay N. Walters, exceed the total amount of all underinsured motorist (“UIM”) coverage (whether for bodily injury, property damage, or both) potentially available under USAA policy number 1772525-7102 issued to Megan Walters Jenkins (The “Policy”). Accordingly, a trial for the sole purpose of establishing the exact amount of those damages is unnecessary for the recovery of potential UIM coverage under the Policy.

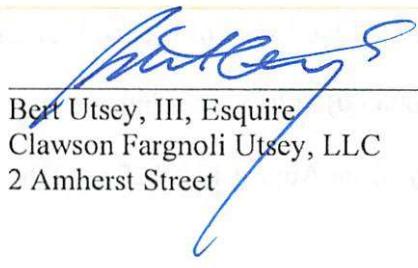
After the entry of this stipulation, USAA CIC will promptly commence an action seeking a determination as to the type(s) and limits of UIM coverages under the Policy that are applicable to the claims of the Estate of Megan Walters Jenkins and the statutory wrongful death beneficiaries of Megan Walters Jenkins as a result of the September 8, 2019 collision described above. Neither party will object to any trial or appellate court’s certification of the issue in this case to the South Carolina Supreme Court. In the event the court finally determines by declaratory judgment, after exhaustion of all appeals, that the Policy provides UIM property damage coverage, USAA will pay to the Personal Representative of the Estate of Megan Walters Jenkins the sum of One Hundred Thousand and 00/100 (\$100,000.00) dollars, plus interest on that amount at the rate of 8% per annum, compounded annually, from August 13, 2020 until the

date of payment, which represents the per accident UIM property damage coverage limit for the policy plus interest, as and for, exclusively, any and all recoverable damages asserted or in any way arising from the Estate of Megan Walters Jenkins' claims for UIM property damage benefits under the Policy and resulting from the accident that occurred on September 8, 2019 referenced above, including any and all prejudgment interest, attorney's fees and costs. However, in the event the court finally determines, after exhaustion of all appeals, that the Policy does not provide UIM property damage coverage, as aforesaid, USAA CIC will not pay the Estate of Megan Walters Jenkins any sum whatsoever, nor will the Estate of Megan Walters Jenkins or its Personal Representative be liable to USAA CIC for attorneys' fees or costs related to this coverage dispute.

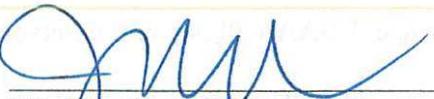
The parties further agree that in consideration of the above stipulation, the Personal Representative of the Estate of Megan Walters Jenkins will dismiss, with prejudice, the lawsuit filed against Lindsay N. Walters, civil action no. 2021-CP-18-00316. However, prior to dismissal of that action, the Personal Representative of the Estate of Megan Walters Jenkins will petition the court for approval of the partial settlement of \$25,000 in bodily injury liability and \$25,000 in property damage liability coverage applicable to Lindsay N. Walters and \$100,000 in UIM bodily injury coverage under the Policy, all of which have been previously tendered by the insurers, and USAA CIC will not oppose the approval of that partial settlement.

The parties hereby SO STIPULATE AND AGREE.

I SO STIPULATE:


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Dated: May 7, 2021